

LAWRECNEBURG MUNICIPAL UTILITIES

GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

LAWRENCEBURG, INDIANA

**GENERAL TERMS
AND CONDITIONS FOR
ELECTRIC SERVICE**

**ADOPTED BY
UTILITY SERVICE BOARD
8/17/2015**

**SIGNED BY
LAWRENCEBURG MAYOR/CLERK TREASURE
8/17/2015**

**EFFECTIVE
8/17/2015**

LMU

**GENERAL TERMS
AND CONDITIONS FOR
ELECTRIC SERVICE**

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RULES APPLICATION

These terms and conditions for service have been approved by the Lawrenceburg Utility Service Board pursuant to Resolution No. ## and represent the lawful rules of the LMU under Indiana Code § 8-1.5-3-4(a)(11). The terms and conditions for services, as set forth herein and as amended and supplemented from time to time shall govern all electric Service rendered or to be rendered by LMU. The terms and conditions for service shall be binding upon every Customer and LMU, and shall constitute a part of the terms and conditions of every contract for electric Service, whether written or oral. These terms and conditions for service supersede all prior versions.

1. Definitions

The words and expressions listed below shall have the following meanings unless a different meaning is clear from the context of its usage:

Abbreviations: The following commonly used abbreviations will be used:

Lawrenceburg Municipal LMU	- LMU
Kilovolt-ampere(s)	- KVA
Kilowatt (s)	- KW
Kilowatt-hour(s)	- KWH
British Thermal Unit	- BTU
Horsepower	- HP
Load Factor	- LF
Overhead System	- OS
Power Factor	- PF
Reactive Kilovolt ampere(s) Hours	- RKVAH
Underground System	- UG
National Electric Code	- NEC

Add Consumption: The algebraic sum of readings of multiple metering points for one customer at one premise as though the customer's energy delivery were through one meter.

Agreement or Application: A written contract or service request for a supply of electric Service of which these terms and conditions are an integral part.

Apartments: Premises containing two or more residential dwelling units. Hotels, tourist camps, motels, hospitals, nursing homes, etc., consisting primarily of guest rooms and/or transient accommodations, are not included.

Billing KW or Billing KVA: Customer's Maximum Load expressed in KW or KVA (as adjusted in accordance with the applicable rate) which will be used in the calculation of the bill.

Billing Period or Month: The interval between two consecutive Meter readings that is taken for billing purposes. Such readings will be taken as nearly as practicable every 30 days. All Rate Schedules are on the basis of charges per month unless otherwise specifically stated in the rate schedule.

Board: The Utility Service Board established pursuant to Indiana Code § 8-1.5-3-3 to control the operations of LMU.

Contract Year: Twelve consecutive billing periods used in the application of rate schedules containing provisions for Yearly Minimum Charges of Equalized monthly payments.

Customer: Any individual, partnership, association, firm, public or private corporation, joint association, joint venture, limited liability company, government agency, institution or other entity which has agreed orally or otherwise, to pay for electric Service received from LMU.

Delivery Point: The point of the physical connection between LMU's and Customer's facilities beyond which point Customer receives and assumes responsibility and liability for the Service rendered.

Dispute Resolution Board (DRB): The board appointed by the Board to resolve any disputes between LMU and Customers .

Disconnection: The termination or discontinuance of electric Service.

Distribution Line: Any electric lines of LMU operated at a voltage of 15,000 volts or less.

Energy: The active component of the quantity of supply expressed in KWH.

He: When used herein to refer to a Customer, it refers to such without reference to gender or number.

KWH: The use of the active component of power.

Late Payment Charge: The one time penalty assessed by LMU upon all current bills at such time as they become delinquent.

Maximum Load: The maximum integrated rate of use of power during a specified time interval as provided in the Rate Schedule, expressed in KW or KVA.

Meter: The complete installation of equipment needed to measure the Maximum Load and/or Energy supplied to Customer.

Meter Voltage: The voltage at which service is metered irrespective to the delivery voltage.

Nominal Voltage: The Designated voltage assigned to a circuit or system of a given voltage class for the purpose of convenient identification.

Overhead System or OH: Those parts of LMU's Distribution system which are constructed on and supported primarily by wooden poles or otherwise suspend above ground level and appurtenances thereto.

Power Factor (PF): In rate schedules providing for power factor adjustments, PF will be calculated from the relation between the reactive (RKVAH) and the active (KWH) components of energy used, expressed in percent.

Premises: A distinct portion of real estate on which is located the living quarters for the use of a single family, or the main building of a commercial or of an industrial Customer and which shall include the outlying or adjacent buildings used by the same Customer, provided the use of Service in the outlying buildings is supplemental to the Service used in the main residence or building.

Rate Schedule: A part of the Tariff which sets forth the availability and rates and charges for Service supplied to a particular class of Customers.

Residential Dwelling Unit: An individual residence including mobile homes and trailers, or a room or combination of rooms with facilities for private living for a single family.

RKVAH: The metered use of the reactive component of power.

Secondary Line: Any distribution line of LMU operated at a voltage under 600 volts.

Service: The supply of electric Energy delivered by LMU to Customer.

Tariff: The entire body of Rate Schedules, riders and General Terms and Conditions for Electric Service.

Transmission Line: Any electric line of LMU operated at a voltage above 15,000 volts.

Underground System or UG: Those parts of LMU's distribution system which are constructed and installed underground.

LMU: LMU (LAWRENCEBURG MUNICIPAL UTILITIES)

2. Tariff on File

- 2.1. A copy of the Tariff is available for inspection at the business offices of LMU.
- 2.2. The Tariff, or any part thereof, may be revised, amended or otherwise changed from time to time in the manner prescribed by law, and any such changes will supersede the present Tariff.
- 2.3. The General Terms and Conditions for Electric Service set forth the conditions under which Service is to be rendered, and governs all classes of Service to the extent applicable. In case of conflict between any provision of a Rate Schedule and the General Terms and Conditions for Electric Service, the provisions of the Rate Schedule shall prevail. The failure of LMU to enforce any of the General Terms and Conditions for Electric Service shall not be deemed a waiver of its right to do so.
- 2.4. LMU shall have the right to execute contracts for Service under any Rate Schedule. LMU also shall have the right to execute other contracts for Service which may contain provisions not included in the Tariff, provided, however, that all approvals of such contracts that may be required by law shall be obtained by LMU.

3. Application, Service Request or Contract

- 3.1. A written Application for Service or contract properly executed, and a service deposit as provided for in section 4 hereof, may be required by LMU before Service will be provided.
- 3.2. LMU shall have the right to reject any Application for Service made by, or for the benefit of, wholly or partially, a former Customer who is indebted to LMU for Service previously supplied or damages owed LMU through fault of the applicant at any Premises in LMU's service area. LMU also may reject an Application for Service if the applicant is unwilling or unable to comply with these General Terms and Conditions for Electric Service or for any other valid or legal reason. LMU may further disconnect Service on account of arrearages due for Service furnished to a person or persons formerly receiving the same class of Service at the same Premises as a Customer of LMU, if such person or persons formerly receiving the same class of Service continues to reside at such Premises receiving Service.
- 3.3. The taking of Service shall constitute a contract between the Customer and LMU, obligating the Customer to pay for, and LMU to furnish, Service as specified in the Tariff and to comply with all applicable provisions of the General Terms and Conditions for Electric Service.
- 3.4. Certain rate schedules specify a minimum term of contract. In the absence of such requirement in any Rate Schedule, LMU may require a term of contract commensurate with the size of Customer's load which LMU is obligated to serve and/or the cost to LMU of making service available.

- 3.5. No promises, agreements or representations of an agent or an employee of LMU shall be binding on LMU unless such promises, agreements or representations are incorporated in a written contract executed by a duly authorized representative of LMU.
- 3.6. The benefit and obligations under any Service request or contract shall inure to and be binding upon the successors and assigns, survivors and executors or administrators (as the case may be) of the original parties thereto: provided however, that no assignment shall be made by Customer without first obtaining LMU's written consent. LMU may require the successor either to execute with LMU an assignment agreement wherein the successor Customer assumes and agrees to be bound by the original contract, or to execute a new contract for service.
- 3.7. When the Customer desires Service at more than one point, a separate Agreement shall be required for each separate point of delivery. Service delivered at each point of delivery shall be billed separately under the applicable Tariff.
- 3.8. An account for residential Service may be either joint or individual, but shall in no event be joint unless the Application is executed by all joint parties. In the event an account shall be in the names of more than one party, each joint party shall be liable for the payment thereof, jointly and severally.
- 3.9. LMU may disconnect Service to a Premises at which applicant or co-applicant is currently receiving such Service on account of arrearages due for Service furnished to applicant or co-applicant at another Premises under the same class of Service.
- 3.10. All written contracts hereunder shall be executed by the Utility Director, his authorized representative, or a majority of the Board.

4. Service Deposit

- 4.1. LMU may require from a residential applicant or Customer at any time prior to or after the commencement of Service, a service deposit to guarantee payment of rates and charges for Service. Such service deposit shall be \$200.00 for Residential Customers & \$300 for Commercial Customers
- 4.2. Each new applicant for residential LMU Service shall be deemed creditworthy and shall not be required to make a cash deposit as a condition of receiving Service, provided the applicant satisfies the criteria set forth in either (a) or (b) below:
 - (a) Applicant has been a customer of any electric utility within the last two years and:
 - (i) owes no outstanding bills for service rendered by any such electric utility within the past four (4) years, (ii), during the last twelve (12) consecutive months that the service was provided, did not have more than two (2) bills which were delinquent to any LMU or, if service was rendered for a period for less than twelve (12) months, did not have more than one (1) delinquent bill in such a period, and (iii), within the last two (2) years did not have a service disconnected by an electric utility for non-payment of a bill for service rendered by that electric utility.
 - (b) If applicant has not been a customer of any electric utility during the previous two (2) years, any two (2) of the following three criteria are met:
 - i. The applicant has either (a) been employed for two years by the same employer, or (b) the applicant has been employed by his present employer for less than two years but the applicant has been employed by only one other employer during the past two years, or (c) the applicant has been employed by the present employer for less than two years and has no previous employment due to having recently

graduated from a school, university, vocational program or has recently been discharged from military service.

- ii. The applicant either (a) owns or is buying his or her home, or (b) is renting a home or an Apartment and has occupied the Premises for more than two years.
 - iii. The applicant has credit cards, charge accounts, or has been extended credit by a bank, commercial concern or individual, unless a credit check shows that the applicant has been in default on any such account more than twice within the last twelve (12) months.
- 4.3. A non-residential Customer may be required at any time, or from time to time, to make a cash deposit to assure payment of such Customer's bill. Such deposit may be required as a condition for obtaining or continuing Service. The amount of the deposit will be based on the amount of the two (2) highest Months usage based on the most recent twelve (12) Months' historical usage or projected annual usage. A non-residential applicant or Customer shall be deemed creditworthy and shall not be required to make a cash deposit as a condition of receiving Service, provided the applicant satisfies the criteria set forth in either (a) or (b) below:
- (a) Applicant has been a customer of any electric utility within the last two years and:
 - (i) owes no outstanding bills for service rendered by any such electric utility within the past four (4) years, (ii), during the last twelve (12) consecutive months that the service was provided, did not have more than two (2) bills which were delinquent to any utility or, if service was rendered for a period for less than twelve (12) months, did not have more than one (1) delinquent bill in such a period, and (iii), within the last two (2) years did not have a service disconnected by an electric utility for non-payment of a bill for service rendered by that electric utility.
 - (b) If applicant has not been a customer of an electric LMU during the previous two (2) years, any two (2) of the following three criteria are met:
 - i. applicant has been operating his place of business for two (2) years.
 - ii. applicant either (a) owns or is buying his place of business, or (b) is renting his place of business and has occupied the Premises for more than two (2) years.
 - iii. applicant has been extended credit by a bank or commercial concern, unless a credit check shows that the applicant has been in default on any such account more than twice within the last twelve months.
- 4.4. A service deposit may be returned by LMU when Customer has demonstrated creditworthiness by establishing an acceptable payment pattern as determined by LMU.
- 4.5. When LMU determines that an existing Customer's creditworthiness has been impaired and/or in the case of a residential Customer, one-sixth (1/6) of the annual billings for the Customer exceed the amount of deposit, LMU may require a deposit equal to one-sixth (1/6) of the expected annual billings for the Customer or an increase in the amount initially deposited so that the total deposit one-sixth (1/6) of the expected annual billings for the Customer.
- 4.6. If an existing non-Residential Customer's creditworthiness has been impaired and/or deposit balance is less than the amount of the (2) two highest Months' usage as described above, LMU may require the non-Residential Customer to provide an

additional deposit amount so that the balance of the deposit is equal to the two (2) highest Months usage.

- 4.7. A Customer's creditworthiness will be considered to have been impaired when the Customer has been mailed disconnect notices for two (2) consecutive months or any three (3) months within the preceding twelve (12) month period, or when the Service has been disconnected for non-payment.
- 4.8. Service deposits held for a period exceeding thirteen (13) months shall bear simple interest, at the rate of one percent (1%) per annum, from the date of deposit until Service is discontinued or LMU makes a refund of such deposit.
- 4.9. Such service deposits plus any accrued interest minus the amount of any unpaid bills shall be returned to Customer upon the discontinuance of Service for which such deposit was made. LMU shall have reasonable time in which to read and remove the Meters and to ascertain that the obligations of the Customer have been fully performed before being required to return any deposit or interest on such deposit. LMU may refund such deposits by applying the deposit and/or accrued interest to the bill and such application shall constitute a lawful disposition of such deposits.

5. Rendering and Payment of Bills

- 5.1. Bills for Service will be rendered monthly at intervals of approximately thirty (30) days and will be based on the charges set forth in the Rate Schedule. The net amount, as indicated on the bill, is due and payable upon receipt. If payment of the net amount is not received by LMU, or its authorized collection agent within seventeen (15) days after the bill is sent to the Customer, the bill is delinquent. In the case of a delinquent bill:
 - (a) LMU may add a Late Payment Charge to the Customer's delinquent bill as set forth in Appendix A; and
 - (b) A charge may be made for making a visit to the Customer's Premises to collect or attempt to collect a delinquent account as set forth in Appendix A.
- 5.2. Any Customer served on the Municipal Service Rate Schedule shall be allowed such additional period of time for payment of the net bill as the municipal agency's normal fiscal operations require.
- 5.3. Failure to receive a bill shall not entitle Customer to pay the net bill after the designated due date has passed. Upon request, LMU will inform Customer of the approximate date on which Customer should receive the bill each month and, if bill is lost, LMU will issue a duplicate bill.
- 5.4. Initial or final bills for Service supplied for not less than 27 days or for not more than 34 days will be calculated on the basis of the applicable Rate Schedule. A billing for a period covering a shorter period than 27 days or a longer period than 34 days will be pro rated on the basis of the proportion that the number of days of actual Service bears to an average month (30 days).
- 5.5. Customer shall notify LMU when he desires Service to be discontinued and final bills will be due and payable at the time of discontinuance of Service.
- 5.6. When LMU is unable to obtain the reading of a Meter after reasonable effort, it may estimate the reading and render a bill, so marked.

- 5.7. In the event LMU's Meter fails to register properly for any reason, LMU shall estimate Customer's Energy use and/or Maximum Load during the period of failure based on such factors as Customer's normal load and Energy usage during a like corresponding period.
- 5.8. When LMU has discontinued Service for non-payment of a bill or as otherwise provided in these General Terms and Conditions for Electric Service, a reconnection charge as may be established from time to time by the Board and Council and as set out in Appendix A attached hereto shall be required before Service is reconnected. A deposit may also be required pursuant to Section 4.
- 5.9. When a reconnection of Service is made for a Customer at the same location and Service has been disconnected at Customer's request, a reconnection charge as may be established from time to time by the Board and Council and as set out in Appendix A attached hereto shall be required before Service is reconnected.
- 5.10. Payment by check which is subsequently returned to LMU by a bank for any insufficiency (such as, but not limited to, insufficient funds balance) shall not constitute timely payment of a bill. Further, any charges assessed against LMU by a bank for an insufficient check shall likewise be assessed by LMU to the Customer. Also, the Customer will be charged a fee as may be established from time to time by the Board and Council and as set out in Appendix A attached hereto by LMU for the returned check and LMU may refuse to accept a check from said Customer for payment.

6. Inspection

- 6.1. The Customer shall properly install and maintain his wiring and electrical equipment and shall at all times be responsible for the character and condition thereof. LMU shall not be held responsible for any wiring on the Customer's Premises. Before furnishing Service, LMU may require the Customer to furnish a certificate or notice of approval issued by a duly recognized authority, such as an underwriter's inspection bureau or any inspector designated by a municipality served by LMU; such certificate being to the effect that the wiring and equipment of the Customer have been installed in accordance with the requirements of the National Board of Fire Underwriters, or as fixed by the municipality. LMU shall have final approval on all electrical service installations prior to being energized.
- 6.2. Any change in or any additions to the original wiring equipment of the Customer will be subject to the above requirements to insure a continuance of Service.
- 6.3. LMU shall make inspections of all temporary installations, which must be installed in accordance with the latest National Electric Code and all requirements of LMU. LMU shall not be held liable for any Customer's wiring or equipment of the users thereof.
- 6.4. No responsibility shall attach to LMU because of any waiver of the requirements set forth in Sections 6.1, 6.2 or 6.3.

7. Service to be Furnished

- 7.1. When requested by LMU, Customer shall advise LMU fully with respect to (i) the location of Premises where Service is desired and (ii) all equipment to be operated.
- 7.2. LMU shall advise Customer concerning the character of Service to be supplied, and shall determine the location of the Delivery Point, and the location of the Meter. Such requirements are set forth in Section 8

- 7.3. As the facilities provided by LMU for supplying Service to Customer have definite capacity limitations, Customer shall not make any significant increase in requirements without sufficient advance notice to LMU in order to provide a reasonable time in which LMU may increase the capacity of its facilities. Failure to provide such notice to LMU shall make Customer liable for damages which may be occasioned to the Meters or other facilities by overload.
- 7.4. Before LMU will make any changes in its facilities to increase capacity to a Customer, a new Application or contract for service may be required by LMU.

8. Character of Service

- 8.1. Available Voltages: The standard nominal distribution service voltages within the Service Area of LMU are:

<u>Secondary Voltages</u>		<u>Primary Voltages</u>
<u>Single Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>
120/240*	120/208*	4160/2400
120/208*	240*	12470/7200
	277/480*	
	480	

*UG available at Customer's expense

The availability and application of the voltages will be determined by LMU at its sole discretion and the applicable Rate Schedule.

- 8.2. Point of Service Connection

- A. Overhead Service: LMU will designate the point at which the overhead service lines will be connected to the Customer's facilities. The Customer's wires, at the point of connection with LMU's lines, shall extend at least three feet beyond the outer end of any conduit, weatherproof fitting, or insulator in order to facilitate this connection.

- B. Meter Sockets & Enclosures

Service Type	Nominal Voltage	Allowable Service Size	Socket & Enclosures
Temporary*	120/240V 1Ø	100Amp thru 150Amps	Any UL Listed Socket
Residential	120/240V 1Ø	151 Amps thru 200 Amps	Any UL Listed 200 Amp Socket/Disconnect
Residential	120/240V 1Ø	201 Amps thru 400 Amps	R685I-6N "Durham"
Commercial	120/240V 1Ø	200Amps thru 400Amps	R685I-6N "Durham"
Commercial	480V 1Ø	60Amps thru 200Amps	UT-RS202B "Durham"
Commercial	120/240V 3Ø4w, Delta	100Amps thru 200Amps	UT-87213TB "Durham"
Commercial	120/208V 3Ø4w, Wye	100Amps thru 200Amps	UT-87213TB "Durham"
Commercial	277/480V 3Ø4w, Wye	100Amps thru 200Amps	STL-13-2B "Durham"
Commercial	3Ø Voltages	201Amps thru 600Amps	STL-13-2B "Durham"
Commercial	3Ø Voltages	Above 600Amps	STL-13-2B "Durham"

**NOTE: For Temporary Service, see Drawing OS-1*

- C. **Underground Service:** Underground services are subject to special conditions and policies as may be established from time to time by the Board making it necessary to consult LMU before wiring or rewiring the Premises. When underground Service is supplied, LMU will designate the point at which LMU underground lines will be connected to Customer's facilities.
- D. **Change of Service:** Any changes made in service connections (either overhead or underground) at the Customer's request, after the original installations, shall be at the Customer's expense.
- E. **General:** All connections between the Customer's service equipment and LMU's service drop must be installed as recommended as set forth in Section 8, 9, 10 & 11 or required by the NEC.
- F. When a Customer desires that Energy should be delivered at a point or in a manner other than that specified by LMU, a charge will be made equal to the additional cost of same.

9. Service Extensions

- 9.1. The Transmission or Distribution Lines of LMU will be extended to such points as provide sufficient load to justify such extensions. The necessary expenditure to make connection to an applicant for Service will be considered to be warranted when the estimated total revenue as estimated by LMU for a period of two and one half (2½) years to be realized by LMU from permanent and continuing customers on such extension is at least equal to the estimated costs of such extension.
- 9.2. Whenever, in the opinion of LMU, the necessary expenditure to make connection to an applicant for Service is not warranted by LMU's estimate of prospective revenues to be derived therefrom, or whenever, in the opinion of LMU, the permanence of the Customer's load is questionable, LMU may require the applicant to make an advance deposit for line construction or service connection, or LMU may require a long-term contract or such definite and written guarantee from a Customer, or group of Customers, in addition to any minimum payment required by a Rate Schedule, as may be necessary. This requirement may also be made covering the payment by the Customer by the cost of tapping existing transmission or Distribution Lines for light or revenue, in the judgment of LMU, to justify the cost of tapping said lines.
- 9.3. In those cases where it is not feasible or practical to construct lines on public rights of way and it is necessary to secure rights of way on private property or tree trimming permits, the applicant or applicants shall secure the same without cost to LMU or assist LMU in obtaining such rights of way on private property or tree trimming permits before construction shall commence. LMU shall be under no obligation to construct lines in the event the necessary rights of way or tree trimming permits cannot be so obtained. In the event LMU shall exercise its option to utilize its power of eminent domain on behalf of the applicant, the applicant shall agree to be responsible for the payment of all costs associated with such exercise including reasonable attorney fees and all such negotiations or litigation shall be in the exclusive control of LMU and LMU may require applicant to post a performance bond or good faith cash payment to secure such obligations prior to LMU taking any action.
- 9.4. If a Customer requests for his convenience, or by his actions, requires that LMU facilities be redesigned, reengineered, relocated, removed, modified or

reinstalled, LMU may require the Customer to make payment to LMU of the full cost of performing such service.

10. LMU Equipment on Customer's Premises

- 10.1. Customer shall furnish LMU a satisfactory location for LMU's Meters and other equipment necessary to provide and measure Service, and shall also furnish LMU the rights on, over or under Customer's Premises necessary to install, operate and maintain LMU's other facilities required to supply Service to Customer. LMU reserves the right to make the final decision as to the location of the Meter on Customer's Premises.
- 10.2. When Customer is not the owner of the Premises and/or of the adjacent Premises, Customer shall furnish LMU with satisfactory easement for the location of LMU's facilities on the Premises and/or on the adjacent Premises.
- 10.3. When LMU's transformers, Meters, or other facilities are to be installed indoors on Customer's Premises, Customer shall furnish without cost to LMU a suitable room or vault for housing the equipment; provided, however, that LMU shall reserve the right to make the final decision as to the location of such room or vault. Such space shall meet the requirements (i) of the NEC, (ii) of any Federal, state or local laws or regulations, and (iii) of any policies of LMU in effect at the time of the installation.
- 10.4. LMU may change the location of any or all its facilities upon request of Customer, provided (i) such change will not interfere with or jeopardize LMU's Service either to Customer requesting the change or to other customers of LMU, and (ii) Customer agrees to bear the expense of such change.
- 10.5. Customer shall provide reasonable protection from loss or damage to LMU property. If LMU's equipment is damaged or destroyed through the neglect of the Customer, the cost of necessary repairs or replacements shall be paid by Customer.
- 10.6. Customer shall not disconnect, change connections or otherwise interfere with LMU's Meters or other property and shall be responsible to LMU for permitting anyone who is not an agent or employee of LMU to tamper with LMU's property.
- 10.7. All facilities installed by LMU shall be and remain the property of LMU unless a contract expressly otherwise provides, and LMU shall operate and maintain its property.
- 10.8. Properly authorized employees or agents of LMU shall have the right to enter upon the Premises at all reasonable times for the purpose of Meter reading or inspecting, testing, repairing, or replacing any or all of LMU's property used in supplying any Service to the Customer.
- 10.9. Upon termination of a contract or discontinuance of Service, LMU shall have the right to remove all of its property from Customer's Premises.

11. Customer's Installation-Meter Sockets and Enclosures

- 11.1. Customer shall install and maintain suitable entrance equipment, switches, and protective devices to afford reasonably adequate protection to LMU's property and system against fault originating beyond the Delivery Point to Customer.
- 11.2. All 1Ø Service Entrance Sections Shall have a physical means of disconnect, located outside, in close proximity to the metering location, and fully accessible to LMU

Staff 24 hours a day. All 3Ø Service Entrance Sections shall be reviewed and approved by LMU Staff, prior to installation.

- 11.3. All Net Metering facilities shall have a manual by-pass switch that disconnects, by way of visible opening, Customer owned Net Metered equipment and LMU owned or operated equipment. Manual bi-pass must conform to the following: (i) shall be located in an area that is readily accessible to LMU Staff 24 hours a day, (ii) shall allow for Lock-Out-Tag-Out to be affixed, (iii) shall be operable by LMU Staff, at LMU's discretion, 24 hours a day.
- 11.4. Customer's equipment shall be constructed and maintained subject to approval by authorized inspection and in accordance with the NEC, any Federal, state or local law, or LMU's requirements in effect at the time of installation.
- 11.5. LMU shall have the right, but does not assume the duty, to inspect Customer's installation at any time, and to refuse to commence Service or to continue Service when such installation is deemed not to be in good operating condition, but LMU does not under any circumstances assume any responsibility in connection with the Customer's installation.
- 11.6. The use of Customer's equipment shall not adversely affect LMU's system or Service supplied by LMU to other customers.
- 11.7. Instrument-metering installations shall be provided with a substantial mounting-means.
- 11.8. All metal-service-raceways and service-equipment-enclosures shall be grounded and bonded in accordance with ARTICLE 250 of the NEC. For metering details, see Drawings.
- 11.9. Shunting (jumpering) meter sockets and cutting meter seals is strictly prohibited.
- 11.10. The electrical contractor shall permanently identify all multiple meters and service equipment disconnects, at a common location and indicate their purpose, with laminate plates attached with screws.
- 11.11. At any one (1) location, service connection to multiple self-contained meters shall be from an approved lug-landing enclosure only. This will eliminate the use of split-bolt connections in gutters and cabinets. Means for attaching a meter seal shall be provided.
- 11.12. No feeder or branch circuit conductors will be allowed in the meter enclosure.

12. Policy on High Voltage Power Delivery

- 12.1. Customers requesting High Voltage Delivery will be required to pay for a power system study in advance. Such costs are non-refundable and do not guarantee that LMU will provide the services being requested. LMU reserves the right to make the final decision regarding service, including the refusal to serve.
- 12.2. LMU will install and maintain the following designated high-voltage equipment on the source side of the metering. The Customer shall provide a non-refundable aid-to-construction contribution in the amount LMU estimates as the installed cost of this equipment. The delivery point of power shall be the utility's metering.
- 12.3. Underground Systems Designated Equipment includes:

- (a) One gang-operated 12.47kV switch on a distribution pole, installed on the source side of the meter;
 - (b) Primary meter on a distribution pole; an underground riser pole including lightning arrester; fused cutouts, for the protection of the cable & coordination with LMU's system;
 - (c) Cable and cable terminators; and up to 300 feet of primary cable, terminated on the Customer's transformer or load-break switching terminal, will be installed on the load-side of the metering. When the padmounted, gang-operated, load-break switching terminal is used, the 12.47kV switch and pole will be deleted. This shall be limited to one transformer, 1500 kVA or smaller.
- 12.4. An overhead primary metered 12.47kV services LMU will install and maintain the following designated high-voltage equipment on the source side of the metering point, to include: a pole mounted 12.47kV gang-operated disconnect switch, and a pole with a recloser if the Customer continues on with a primary (12.47kV) system or fuses to coordinate with the LMU's system when needed. For a primary system serving a Customer's overhead transformer, the disconnect switch and an additional pole to the customer's transformer shall be installed and maintained. The maximum distance of the overhead system, beyond the meter, shall not exceed 2-300 foot spans to a transformer. The Customer must have a protective device on the high-voltage system. *34.5kV shall require as a point of disconnect a breaker or circuit switcher with isolation switches as appropriate. Controls and backup relaying are minimum requirements with the equipment remaining under LMU ownership and operation. Metering including Potential and Current Transformers and accessory equipment shall be provided at the customer's expense as specified by LMU. The metering point shall be considered the point of delivery. Metering shall not be on the low voltage side of transformation. All of the above equipment shall be non-refundable.*
- 12.5. The Customer shall provide, at his option, a fuse or protection device per NESC (National Electric Safety Code) for the transformer on the primary side for either underground or overhead with a protective device acceptable to LMU. A Contractor providing and/or installing equipment (including transformer pad, conduit, protective devices, etc.) that affects high-voltage system, must furnish plans and receive written approval from the utility, in advance, of any activity.
- 12.6. Non-refundable equipment costs related to the metering shall include:
- (a) Pole, potential transformers, meter can, and metering rack.
 - (b) The difference in labor costs of installing primary vs. secondary metering, and the difference in cost of primary vs. secondary current transformer shall also be a non-refundable cost.
- 12.7. The primary system shall be furnished on a non-refundable cost basis with LMU ownership and maintenance responsibility, inclusive of the metering system. The primary system beyond the primary meter, as described and designated above for either underground or overhead systems, shall be maintained and/or replaced at the Customer's expense as a leased system to qualify for the primary discount. The policy recognizes that the customer is charged for the energy losses between the point of delivery and the meter.

13. Predication of Rates

- 13.1. LMU's Rate Schedule, except as provided for in items (1) and (2) hereunder, is predicated upon the supply of Service to one Premises, at one standard voltage, at one Delivery Point and through one Meter for ultimate use by one Customer.
- (1) When Service is supplied to a Residential Dwelling Unit primarily for serving one family, and where boarders or roomers are accommodated for incidental income only, Service will be provided under a residential Rate Schedule.
 - (2) When Service is supplied to a Residential Dwelling Unit where the use is primarily for the accommodations of roomers, boarders, renters, or leasers (whether it be of short duration, such as hotels, motels, boarding houses, etc. or long term, such as Apartments, efficiencies, etc.) the Service will be provided under a non-residential Rate Schedule, unless separate circuits are furnished by Customer to separately meter and bill the residential and non-residential Customers.
 - (3) When the principle use of Service supplied to a Residential Dwelling Unit is for residential purposes, but a small amount of energy will be used for non-residential purposes, such non-residential use will be permitted only when the equipment for such use is within the capacity of a 120 volt, 30 ampere branch circuit (or is less than 3,000 watts capacity) and the non-residential use is less than the residential use on the premises. When the non-residential equipment and/or use exceeds the above stated limits, the entire non-residential wiring must be separated from the residential wiring, so that it may be metered separately, and the non-residential load will be billed under the appropriate non-residential rate, or the entire Service will be billed under the appropriate non-residential Rate Schedule.
 - (4) Where LMU has already supplied a service to a primary Residential Dwelling Unit and when the principle use of a second service to a secondary Residential Dwelling Unit (i.e., garages, storage buildings, pool houses, etc.) on the same premise, is for residential purposes, then such second service will be provided under the residential Rate Schedule as a separate account. Add Consumption, in such situations, is not permitted. However, if the Energy used will be for non-residential purposes and exceeds the parameters of Section (3) above, the non-residential use will be billed under the appropriate non-residential Rate Schedule.
- 13.2. Except for the provisions of subdivision 13.1 above, when Service supplied to one Premises involves more than (i) one Service classification, or (ii) one standard voltage, or (iii) one Delivery Point, each such Service shall be separately metered and billed unless the Rate Schedule specifically provides for more than one voltage and the combining of the Meter readings, or when the Service is supplied in such manner for LMU's operating convenience or to meet legal requirements.

14. Rate Schedule Selection

- 14.1. When more than one Rate Schedule is available for the Service requested, Customer shall designate the Rate Schedule on which the Application or Agreement shall be based. LMU will assist Customer in the selection of the Rate Schedule best adapted to Customer's service requirements, provided, however, that LMU does not assume responsibility for the selection or that Customer will at all times be served under the most favorable Rate Schedule.
- 14.2. Customer may change his initial Rate Schedule selection to another applicable Rate Schedule at any time by either written notice to LMU and/or by executing a new Application or Agreement for the Rate Schedule selected, provided that the

application of such subsequent selection shall continue for 12 months before any other selection may be made. In no case will LMU refund any difference in charges between the Rate Schedule under which Service was supplied in prior periods and the newly-selected Rate Schedule.

15. Customer's Request to Discontinue Service

- 15.1. Customer who has not contracted for Service for a specified term may have Service discontinued by giving notice in writing at LMU's office of the date on which Customer desires that Service be discontinued. LMU will endeavor to obtain the final Meter reading on the date Customer specifies in his notice, but shall not be obligated to do so unless Customer's notice provides LMU at least three (3) working days advance notice. Customer shall be obligated to pay for Service rendered to the Premises until the final Meter reading is obtained by LMU.
- 15.2. Customer who has contracted for Service for a specified time may have Service discontinued by giving notice in writing at LMU's office and agreeing to pay (i) for Service used to the date of Disconnection, and (ii) the minimum charges which would be due LMU for the remaining period of the contract in accordance with the contract provisions.

16. LMU's Right to Discontinue Service

- 16.1. LMU may discontinue Service to any Customer (and refuse to serve any other member of the same household or firm at the same Premises) without notice for any of the following reasons:
 - (a) When, in LMU's opinion, a condition that is dangerous or hazardous to life, physical safety or property exists;
 - (b) When emergency repairs must be made to LMU's facilities or system;
 - (c) When there has been tampering with LMU's Meters or equipment, or evidence of fraudulent or unauthorized use of Energy in such a manner as to circumvent LMU's Meter;
 - (d) When Customer resells, redistributes, transfers or delivers Energy to others; or
 - (e) When directed to do so by a court, another duly authorized public authority or a properly authorized government agency.
- 16.2. LMU may discontinue Service after fourteen (14) days prior written notice to any Customer (and refuse to serve any other member of the same household or firm at the same Premises) for any of the following reasons:
 - (a) When any delinquent bill remains unpaid;
 - (b) When planned repairs are to be made to LMU's facilities or system;
 - (c) When Customer denies access by employees of LMU to its Meters or other facilities;

- (d) When Customer uses equipment in such a manner as to adversely affect LMU's system or service supplied by LMU to other Customers; or
 - (e) When Customer fails to comply with the provisions of (i) the General Terms and Conditions for Electric Service, or (ii) the Rate Schedule, or (iii) the contract for service.
- 16.3. Discontinuance of Service in accordance with the provision of subdivisions 16.1 and, 16.2 above shall not constitute a breach of any obligation of LMU under any contract for service with Customer, and LMU shall not in any case be liable to Customer for any damages resulting from such discontinuances of Service. Such discontinuance also shall not invalidate any provisions of the contract with Customer or these General Terms and Conditions for Electric Service, and LMU shall have the right to enforce all obligations thereunder regardless of discontinuance.
- 16.4. If, for any reason, LMU has issued a disconnection notice, but because of a medical postponement, duly authorized bill payment extension agreement, or pendency of a dispute resolution proceeding as provided for under Section 17, LMU may disconnect such Service without further notice, upon the expiration of such postponement or any breach of such authorized extension agreement.

17. Customer Complaints and Dispute Resolution

- 17.1. A Customer may file a complaint disputing a disconnection notice with the LMU at any time either before receiving a disconnection notice or within three (3) business days after receiving such notice. Complaints must be made in writing and mailed or hand-delivered to the LMU's office at 230 Walnut Street Lawrenceburg Indiana 47025, or, P.O. Box 4198 Lawrenceburg Indiana 47025; but, must be received by LMU within three (3) business days after the Customer's receipt of the disconnection notice. Upon receiving each such complaint, LMU will investigate the matter, confer with the Customer when requested and notify the Customer in writing of its proposed disposition of the matter. Such written notification will advise the Customer that he may within five (5) business days request in writing a review of LMU's resolution of the complaint by a Dispute Resolution Board (DRB).
- 17.2. The Board will be authorized to hear and decide any customer complaints that LMU was not able to resolve under section 17.1
- 17.3. Upon receiving a written request for review of a complaint resolution, the LMU Board will hold a hearing within five (5) business days and issue a written opinion thereafter. The Customer will be notified of the time and location of the hearing and shall be permitted to present its complaint to the DRB. The LMU Board's determination and its resolution of the complaint will be final and binding on the Customer and LMU.
- 17.4. If a Customer receiving Service has paid and continues to pay all undisputed charges, LMU shall not disconnect any Service related to disputed rates and charges while LMU's proposed resolution is under review by the Board. If a Customer and LMU cannot agree what portion of the charges in a bill is undisputed, to avoid Disconnection, the Customer must pay on the disputed bill an amount equal to one-twelfth (1/12) of the estimated annual billing for Service to be rendered to the Customer. For a Customer who has been a Customer for at least twelve (12) months, the estimate will be based on the Customer's average bill for the twelve (12) months immediately preceding the disputed bill.

18. Meter Accuracy—Adjustment

- 18.1. All Service supplied by LMU will be measured by Meters of standard manufacture which are owned, installed and maintained by LMU, except under Rate Schedule in which the charges for Service are at a flat rate predicated on a fixed use of Customer's equipment, such as street lighting, traffic signals, etc.
- 18.2. LMU will maintain Meter accuracy and periodic tests for accuracy.
- 18.3. When a Meter is not recording within the limits of accuracy established by LMU, an adjustment to billings may be made.
- 18.4. LMU will make a test of the accuracy of registration of a Meter upon written request by a Customer. A second test of this Meter may be requested after twelve (12) months. The Customer shall be required to pay a Meter test charge as may be established from time to time by the Board and Council and as set out in Appendix A attached hereto if a test is requested at less than thirty-six (36) month intervals and if no error is found.

19. Interruptions, Variations in Service Characteristics

- 19.1. LMU will, at all times, endeavor to provide regular and uninterrupted Service, but does not guarantee against variations in Service characteristics, such as frequency, voltage, phase angle, phase balance, system neutral to ground voltage differentials, momentary outages and single phasing (loss of phase) of three-phase systems, occasioned by acts of God, the public enemy, accidents, labor disputes, disorders, orders of public authorities, fires, strike, casualty, and necessity for making repairs or replacements of LMU's facilities.
- 19.2. In case the supply of Service is interrupted or sustains other variations such as high or low voltage, single phasing (loss of phase) of three-phase service, phase reversals, system neutral to ground voltage differentials, or trouble resulting from defects in Customer's wiring or other equipment, LMU shall not be liable to Customer for damages, injury or losses resulting from such interruption or variation in Service or any other fluctuation or irregularity in the supply of Energy.
- 19.3. Such interruptions or variations shall not constitute a breach of any obligations of LMU under any contract for Service with Customer.

20. Temporary Service

- 20.1. Customers wishing to do so may purchase a Temporary Service Pole and Service Equipment from LMU.
- 20.2. A Temporary Service is defined as a service located on a pole or structure for construction or other short-term purposes. In addition to the following requirements, all Temporary Services will be installed in accordance with the NEC, any Federal, state or local law, or LMU's requirements in effect at the time of installation.
 - (a) Minimum Service entrance size of 100Amps thru 150Amps, using any UL Listed Meter Socket or UL Listed Meter Socket-Main Disconnect Combination.
 - (b) All poles shall be round.

- (c) Temporary poles top diameter shall be four-inch (4") minimum. All other poles shall be ANSI Rated Class 6 fully pressure-treated poles.
 - (d) Minimum length Sixteen foot (16').
 - (e) All electrical equipment shall be rainproof.
 - (f) Grounding electrodes shall be 5/8" x 8' copper-clad rod with a minimum of two grounding electrodes being installed.
- 20.3. When, in the opinion of LMU, the use of Service will be temporary in nature and the facilities to be installed will not be used for a permanent supply, Customer shall pay the cost of labor and unsalvageable material required for supplying and connecting and for disconnecting and removing facilities, plus a charge for supervision, use of tools, and indirect costs, in accordance with the "job work order" procedure of LMU. When Temporary Service can be supplied by the installation of a single span service drop and Meter only, the Customer's will be required to pay a temporary service charge as may be established from time to time by the Board and Council and as set out in Appendix A attached hereto.
- 20.4. Service supplied to a temporary connection will be billed under the applicable Rate Schedule.
- 20.5. Customer may be required to make a deposit to insure payment of the charges (i) set out in subdivision 20.3 and 20.4 above, and (ii) covering the estimated usage of the applicable Rate Schedule for the period of temporary use.

21. Customer's Use of Service—Resale and Redistribution

- 21.1. Service shall be used by Customer only for the purposes specified in the Agreement in accordance with the applicable Rate Schedule. No Customer shall resell such Service to a third party by sub-metering such Service or by making a separate and distinct flat charge or charges for such Service.

22. General

- 22.1. No attachments of any kind whatsoever may be made to LMU's lines, poles, cross arms, structures, or other facilities without the express written consent of LMU.
- 22.2. The Customer shall install only motors, apparatus or appliances which are suitable for operation within the character of the Service supplied by LMU, and which shall not be detrimental to same, and the electric power must not be used in such a manner as to cause unprovided for voltage fluctuations or disturbances in LMU's Transmission or Distribution System. LMU shall be the sole judge as to the suitability of apparatus or appliances to be connected to its lines, and also as to whether the operation of such apparatus or appliances is or will be detrimental to its general Service.
- 22.3. Customer shall not be permitted to operate their own generating equipment in parallel with LMU's Service except on written permission of LMU.
- 22.4. Electric Service will be supplied by LMU subject to the provisions or orders, amendments and interpretations thereof of any governmental body having authority or jurisdiction over such Service, notwithstanding anything to the contrary in these General Terms and Conditions for Electric Service as set forth in LMU's Tariffs.

- 22.5. In the event of changes or revisions of LMU's Tariffs, Customer shall take and pay for Service in accordance with the provisions of the revised or superseding Tariff. Unless otherwise expressly provided for, whenever a rate change becomes effective during a Billing Period, other than on a regularly scheduled Meter reading date, charges to the Customer for that Billing Period shall be prorated between the old or superseded rate and the new or revised rate.

APPENDIX A SCHEDULE OF MISCELLANEOUS CHARGES

- Service Deposit: \$200 Cash Deposit for Residential service Accounts. \$300 Deposit for Commercial Accounts, **EXCEPT**, where it is determined that Sections 4.2, Sub Sections (a), (b), & i,ii,iii, of this document apply.
- Return Check Charge: The greater of \$50.00 or 5% (but not more than \$250.00) of the amount of the check
- Reconnect/Disconnect Charge: \$60.00* during normal LMU hours. \$125.00* outside normal LMU hours
- Temporary Charge: \$100.00 when no more than a single span service drop and Meter are required.
- Change of Service: Any changes made in service connections (either overhead or underground) at the Customer's request, after the original installations, shall be at the Customer's expense. When no more than a single span service drop and Meter are required the cost shall be \$100.00
- Meter Test Charge: \$50.00 if customer requests a Meter test less frequent than in a 36-month period and upon test and the Meter accuracy is less than 3% error.
- Trip Charge:
 - \$188.00* During normal LMU hours and when it is determined by LMU Staff that LMU is not at fault
 - \$280.00* Outside normal LMU hours and when it is determined by LMU Staff that LMU is not at fault
- When LMU personnel is required to make multiple trips to a location because the service is not to code the following charges will apply:
 - \$188.00* (2 hour minimum) for each re-inspection trip by Line Crew;
 - \$280.00* (2 hour minimum) for each re-inspection trip by Line Crew outside normal LMU hours.
- Late Payment Charge: Payments received in the mail after the due date will be considered paid on time if postmarked on or before the due date. Failure to receive a bill does not excuse payment penalty. Delinquent charges if paid after the due date are 10% of the first \$3.00 on the Electric and Water service, and 3% on the balance; along with 10% on Sewage balance.
- Collection Charge: \$50 per visit to the Customer's Premises

***Based on 2015 wages; to be adjusted in future with annual wage increases.**

DISCONNECTION NOTICE

You have the right to file a complaint disputing this disconnection notice within three (3) business days of receipt of this notice. The complaint must be made in writing and received by LMU within three (3) business days. Upon receipt of any complaint, LMU will investigate the facts alleged and notify you in writing of its proposed disposition of the matter. If you disagree with the LMU's proposed disposition, you may request, within five (5) business days after receipt of the LMU's written disposition, a hearing of your dispute by the LMU Board. For additional information regarding the complaint process, please refer to Section 17 of the Terms and Conditions for Electric Service.

LAWRECEBURG MUNICIPAL STANDARDS AND DRAWINGS

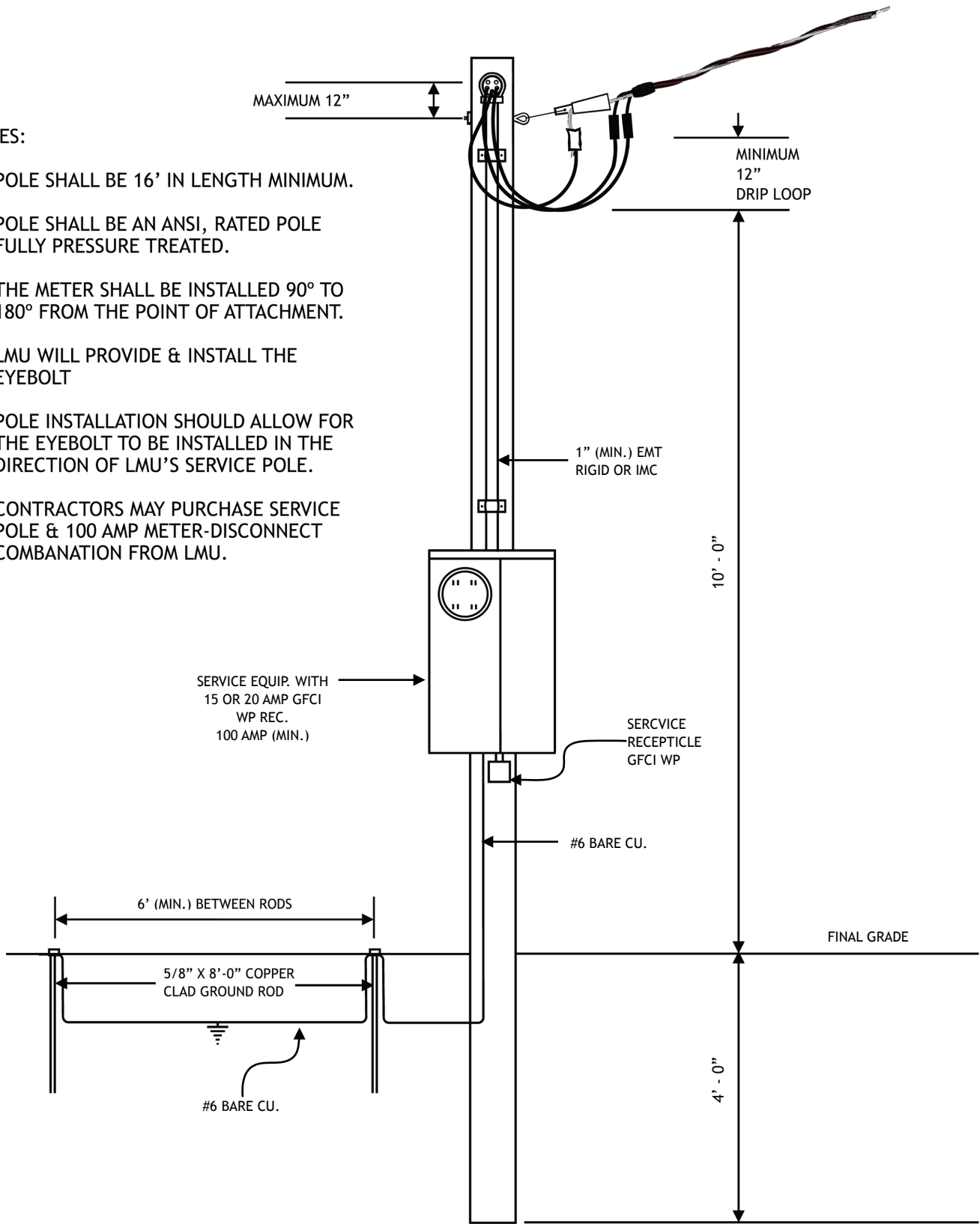
OVER HEAD

100 AMP THRU 150 AMP SERVICE POLE.....OS-1

200 AMP MINIMUM SERVICE ENTRANCE- MAST.....OS-2

NOTES:

1. POLE SHALL BE 16' IN LENGTH MINIMUM.
2. POLE SHALL BE AN ANSI, RATED POLE FULLY PRESSURE TREATED.
3. THE METER SHALL BE INSTALLED 90° TO 180° FROM THE POINT OF ATTACHMENT.
4. LMU WILL PROVIDE & INSTALL THE EYEBOLT
5. POLE INSTALLATION SHOULD ALLOW FOR THE EYEBOLT TO BE INSTALLED IN THE DIRECTION OF LMU'S SERVICE POLE.
6. CONTRACTORS MAY PURCHASE SERVICE POLE & 100 AMP METER-DISCONNECT COMBANATION FROM LMU.

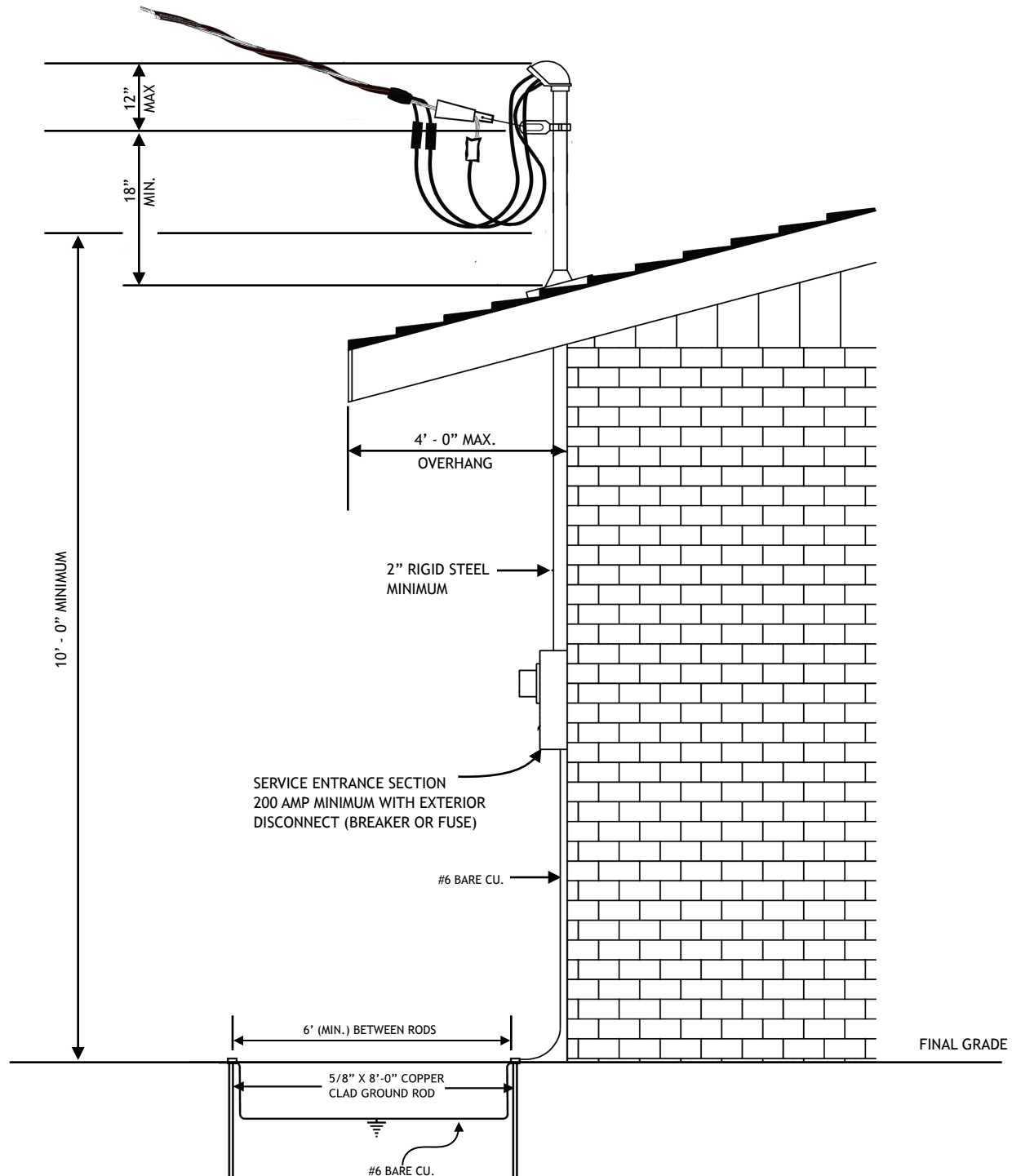


100 AMP THRU 150 AMP SERVICE PANEL

DATE	REVISION	APP'D	CITY OF LAWRENCEBURG LAWRENCEBURG MUNICIPAL UTILITIES			
			DRAWN BY O. CLAWSON 6/28/2015	SCALE NTS	APPROVED BY	OS-1

NOTES:

1. 200 AMP EXTERIOR METER SOCKET WITH PHYSICAL MEANS OF DISCONNECT (BREAKER OR FUSE)
2. REQUIRES 2" MINIMUM RIGID STEEL RISER PIPE, NOT TO EXCEED 36" ABOVE ROOF LINE WITHOUT REQUIRED BRACING.
3. CUSTOMER SHALL PROVIDE APPROVED POINT OF ATTACHMENT.



SERVICE ENTRANCE - MAST OVERHEAD 200 AMP MINIMUM

DATE	REVISION	APP'D	CITY OF LAWRENCEBURG LAWRENCEBURG MUNICIPAL UTILITIES			
			DRAWN BY O. CLAWSON 6/28/2015	SCALE NTS	APPROVED BY	OS-2

